



**REQUEST FOR QUOTATION**  
Quotations will be accepted until 3:00 p.m. MST on  
**NOVEMBER 3, 2005**

**ARIZONA DEPARTMENT OF  
REVENUE  
1600 W MONROE  
PHOENIX, AZ 85007  
(602)716-6518  
FAX (602) 716-7987**

SOLICITATION NO.: RV0613 BULK DISTRIBUTION OF  
INCOME TAX FORMS TO RURAL ARIZONA

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**Vendor Notice**

**THIS IS NOT A PURCHASE ORDER**

The terms and conditions of this request should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated below. Return the quotation by the above date to the above address. Please reference the buyer's name and the RFQ number on the outside of the return envelope (not applicable to fax responses if requested below).

**"AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY"**

**Delivery Location: 1600 West Monroe Phoenix Arizona 85007**

**For information contact: RICHARD M. HARRIS (602) 716-6518 or e-mail to: rharris@azdor.gov**

This is a Request for Quotation for

**BULK DISTRIBUTION OF INCOME TAX FORMS TO RURAL ARIZONA**

WHEN PRACTICAL THIS PURCHASE MAY BE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED/OPERATED, IS NOT DOMINATE IN THE BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAD RECEIPTS OF LESS THAN \$4 MILLION DOLLARS IN ITS LAST FISCAL YEAR. PLEASE INDICATE IF YOU ARE A SMALL BUSINESS

SMALL BUSINESS: YES \_\_\_\_

SMALL BUSINESS: NO \_\_\_\_

**SECTION TO BE COMPLETED BY VENDOR**

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the State of Arizona Uniform Terms and Conditions.

As referenced by paragraph (10) "Prompt Payment Discount" of PAGE 2 Instructions, the price(s) quoted herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order. SALES TAX PERCENT: \_\_\_\_\_%

\_\_\_\_\_  
Company Name Address City, State, Zip Code Phone No. Fax Number

\_\_\_\_\_  
Signature Date Typed Name and Title

EMAIL ADDRESS: \_\_\_\_\_ WEB ADDRESS \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER \_\_\_\_\_

Arizona Transaction (Sales) Privilege Tax License No. \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

Your offer is hereby accepted. The contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referenced to as Contract No. \_\_\_\_\_

**AWARDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005**

\_\_\_\_\_  
**SALLY ESCARCEGA  
PURCHASING MANAGER**



## Uniform General Terms and Conditions

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## THE ARIZONA DEPARTMENT OF REVENUE

1600 W MONROE, ROOM 948

Phoenix, AZ 85007

(602)716-6518

FAX (602) 716-7987

### UNIFORM INSTRUCTIONS TO OFFERORS AND UNIFORM TERMS AND CONDITIONS

THE STATE OF ARIZONA'S UNIFORM TERMS AND CONDITIONS, AND INSTRUCTIONS TO OFFERORS ARE HEREBY INCORPORATED BY REFERENCE. IT IS THE OFFEROR'S RESPONSIBILITY TO OBTAIN THE CURRENT REVISION OF THESE DOCUMENTS. THESE DOCUMENTS MAY BE ACCESSED THROUGH

[WWW.AZEPS.AZ.GOV](http://WWW.AZEPS.AZ.GOV) OR BY MANUALLY CALLING

THE ARIZONA DEPARTMENT OF REVENUE AT (602) 716-6518.

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated no later than as indicated.
2. **OPENING:** This is an informal quotation that will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item on any invoice.
4. **BID REJECTIONS:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
5. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
6. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
7. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
8. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
9. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.A.C. Title, 2 Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.A.C. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.



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**ARIZONA DEPARTMENT OF  
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1600 W MONROE, ROOM 948  
PHOENIX, AZ 85007**

**(602)716-6518  
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### PURPOSE

Pursuant to the provisions of the Arizona Procurement Code, ARS 41 -2501 et seq., the State of Arizona, Department of Revenue intends to establish a contract for the material or services listed herein in this solicitation.

### AUTHORITY TO CONTRACT

This contract activity is issued under the authority of The Department of Revenue. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Department of Revenue Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of the ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

### ELIGIBLE AGENCIES (COVER SHEET)

Any contract resulting from this solicitation shall be for the exclusive use of the DEPARTMENT OF REVENUE.

### EVALUATION (RFQFOD)

In accordance with the Arizona Procurement Code R2-7-336 regarding procurements not to exceed an aggregate amount of fifty thousand dollars (\$50,000), award shall be made to the lowest responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation (RFQFOD).

### CONTRACT TYPE (FIXED-INDEFINITE)

Fixed price term, indefinite quantity.

### TERM OF CONTRACT (NOTICE)

The term of any resultant contract shall commence on the date of notice of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein

### CONTRACT EXTENSION (48 MONTHS)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

### ORDERING PROCESS

Upon award of a contract by the DOR Purchasing Office, any designated agency, eligible political subdivision or eligible nonprofit educational or public health institution may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

### PRICE ADJUSTMENT (AFTER 1 YEAR)

The DOR Purchasing Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The DOR Purchasing Office shall determine whether the requested price increase or an alternate option in the best interest of the State. The contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers. The price increase adjustment, if approved, will be effective upon the first day of the month following approval.

### PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

### BILLING

All billing notices/invoices to DOR shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any order issued by DOR shall refer to the contract release order/purchase order.

### LICENSES

The Contractor shall provide copies of all licenses necessary for the contracted service(s) within ten (10) days after notification by the Buyer and prior to contract execution to DOR Purchasing, 1600 W MONROE, PURCHASING RM 948 PHOENIX, AZ. 85007.



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### INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

#### 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation  
Employers' Liability

Statutory



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Each Accident \$100,000

Disease – Each Employee

\$100,000

Disease – Policy Limit

\$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### 4. Professional Liability (Errors and Omissions Liability)

Each Claim \$ 500,000

Annual Aggregate \$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

#### B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

#### D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**



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- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### SAFETY STANDARDS

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards,

### MULTIPLE AWARDS (SIMPLIFIED)

To provide adequate contract coverage, multiple awards may be made.

### CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

### CHANGES

The Department reserves the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.

### CANCELLATION IMMEDIATE

This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.

### CONTRACT TERMINATION

The Arizona Department of Revenue reserves the right to terminate the contract at any time, for the convenience of the State of Arizona, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the opinion of the State, become property of the Department of Revenue. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

### PAYMENT

The Department of Revenue shall process all claims for prompt payment in accordance with the standard operating procedures of the State. All work shall be paid in arrears by the State.

### DOCUMENTS

Submission of additional terms, conditions, or agreements with the bid document may result in bid rejection.

### REMOVAL OF CONTRACTOR'S EMPLOYEES

The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the contractor remove from the job by this contract employees who endanger person or property or whose continued employment under this contract is inconsistent with the interests of the Department.

### VALUE IN PROCUREMENT – AGENCY SPECIFIC (SPECIAL INSTRUCTIONS)

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these



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types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.

### OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### SMALL BUSINESS/WOMAN OR MINORITY OWNED BUSINESS STATUS

1. A.A.C. R2-7-335, requires when practical, that purchases estimated to cost between \$1,000 and \$50,000 shall be restricted to small businesses. Is the company a small business (the company and its affiliates, employs less than 100 full time employees or has gross annual receipts of less than \$4,00,000 in its last fiscal year)? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Executive Order 2004-29, requires at least one quotation be sought from a woman or minority owned business when soliciting for purchases \$50,000 or less, when practical. Is the company a woman or minority owned business (51% or more woman or minority owned)? YES \_\_\_\_\_ NO \_\_\_\_\_

Please Check One:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Small Business                            | <input type="checkbox"/> Woman Owned Business                  | <input type="checkbox"/> Small, Woman Owned Business                  |
| <input type="checkbox"/> Small Business, African American Owned    | <input type="checkbox"/> Woman Owned Business African American | <input type="checkbox"/> Small, Woman Owned Business African American |
| <input type="checkbox"/> Small Business, Asian Owned               | <input type="checkbox"/> Woman Owned Business, Asian           | <input type="checkbox"/> Small, Woman Owned Business, Asian           |
| <input type="checkbox"/> Small Business, Hispanic Owned            | <input type="checkbox"/> Woman Owned Business, Hispanic        | <input type="checkbox"/> Small, Woman Owned Business, Hispanic        |
| <input type="checkbox"/> Small Business, Native American Owned     | <input type="checkbox"/> Woman Owned Business, Native American | <input type="checkbox"/> Small, Woman Owned Business, Native American |
| <input type="checkbox"/> Small Business, Other Owned               | <input type="checkbox"/> Woman Owned Business Other            | <input type="checkbox"/> Small, Woman Owned Business, Other           |
| <input type="checkbox"/> Minority, African American Owned Business | <input type="checkbox"/> Minority, Asian Owned Business        | <input type="checkbox"/> Minority Hispanic Owned Business             |
| <input type="checkbox"/> Minority, Native American Owned Business  | <input type="checkbox"/> Minority Owned Business, Other        | <input type="checkbox"/> Non-Small, Non-Minority, Non-Woman Owned     |



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### IRS PUBLICATION 1075 EXHIBIT 5

#### CONTRACT LANGUAGE FOR GENERAL SERVICES

##### I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing and transmitting Federal tax data/information must meet or exceed C2 controlled access protections (CAP) wherein the operating security features of the system have the following minimum requirements: a) approved written security policies, b) accountability, c) assurance, and d) documentation. The requirements of the security features must enforce identification/authentication, discretionary access controls, object reuse, audit trails and confidential transmissions. The security features must be activated to protect against unauthorized access, use, disclosure, disruption, modification, or destruction of Federal taxpayer data/information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

##### II. CRIMINAL/CIVIL SANCTIONS:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in





## Special Terms and Conditions

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INCOME TAX FORMS TO RURAL ARIZONA

ISSUED ON October 25, 2005

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ARIZONA DEPARTMENT OF  
REVENUE  
1600 W MONROE, ROOM 948  
PHOENIX, AZ 85007

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an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee **[United States for federal employees]** in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

### III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### IV. VIDEO AND CONFIDENTIALITY:

The contractor shall require all employees having access to federal or Arizona information: (1) view the IRS Confidentiality Video titled "Stop UNAX in its Tracks"; (2) read and review training document GEN1014 "Confidentiality for ADOR Vendors"; and (3) sign and return the document "Confidentiality Agreement of Non-DOR Employees".



# Specifications

ARIZONA DEPARTMENT OF  
REVENUE

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1600 W MONROE, ROOM 948  
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## BULK DISTRIBUTION OF INCOME TAX FORMS TO RURAL ARIZONA

### I. INTRODUCTION:

The State of Arizona, Department of Revenue requires distribution of various Arizona State Individual Income Tax booklets to cities and towns throughout Arizona considered in the "rural areas" and some towns located in other bordering states. These tax booklets include, but are not limited to the 140, 140A, 140EZ, 140PY, Booklet X, Credit and 140NR booklets. Distribution will be made to rural area locations such as banks, libraries, individual stores and possibly other government agencies (to be determined). All will require inside delivery.

### II. REQUIREMENTS:

**Distribution and Delivery:** Distribution/Delivery of stated tax forms will be made within seven business days of receiving the notices from the DOR Forms Group unless otherwise approved by the Department of Revenue. Actual delivery/completion dates, locations and delivery quantities will be determined by the Department of Revenue and forwarded to the awarded contractor via e-mail, fax or order form whichever is determined best practice for the awarded vendor. It is estimated between 200 and 300 boxes will be distributed as shown below. However, actual numbers will be determined on an as-needed basis.

**Distribution:** Distribution shall be on an on-call basis. Any non-deliverable boxes shall be returned to the vendor location and the reason for non-delivery shall be communicated to the Department of Revenue Forms Group within 3 business days.

**Delivery Authority:** The Department of Revenue will issue a blanket purchase order for the vendor to bill against. The vendor shall notate the purchase order number on all invoices.

**Proof of Delivery:** Proof of delivery for all distribution points shall be required. The awarded contractor shall use delivery forms from either their own stock or those provided by the Department of Revenue. **Completed forms signed by duly authorized recipients of said forms must be forwarded to the Department of Revenue within 30 days after delivery.** (Sample of Forms Packing List attached.)

**Estimated Distribution Points and Quantity of Shipments:** The following is an estimated breakdown of forms shipped in 2005 from January to April, by areas, of the shipments projected for banks, libraries, malls, stores and government agencies. **This list is for estimating purposes only, actual stops and case counts are subject to change and will be provided by the Department of Revenue.**

CITY	ZIP CODE	ESTIMATED NUMBER OF BOXES
Bagdad	86321	3
Benson	85602	9
Bisbee	85603	5
Blythe, CA	92225	6
Casa Grande	85222	22
Cottonwood	86326	30
Douglas	85607	39
Globe	85501	10
Lakeside	85929	5
Holbrook	86025	3
Safford	85546	14
Show Low	85901	24
Wickenburg	85390	23
Yuma	85364	23

Grand Total

216

**Pricing:** Solicitation unit pricing shall be based on "Cost Per Stop". Unit pricing shall remain in force for the stated term of any resultant contract and shall include the cost of insurance, labor, transportation, and every other item of expense, direct or indirect, including all applicable taxes incidental to the bid price.



# Price Sheet

## THE ARIZONA DEPARTMENT OF REVENUE

1600 W MONROE, ROOM 610

Phoenix, AZ 85007

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### For the goods and/or services specified herein, the following apply:

- Delivery is promised within \_\_\_\_\_ calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within \_\_\_\_\_ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by \_\_\_\_\_ %. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: \_\_\_\_\_ %. (See Uniform Instructions to Offerors, paragraph 7.)

LINE NO.	COMMODITY DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENDED PRICE
0001	Distribution of State Tax Booklets Rural Area - Bagdad	PER	STOP		
0002	Benson	PER	STOP		
0003	Bisbee	PER	STOP		
0004	Blythe, CA	PER	STOP		
0005	Casa Grande	PER	STOP		
0006	Cottonwood	PER	STOP		
0007	Douglas	PER	STOP		
0008	Globe	PER	STOP		
0009	Lakeside	PER	STOP		
0010	Holbrook	PER	STOP		
0011	Safford	PER	STOP		
0012	Show Low	PER	STOP		
0013	Wickenburg	PER	STOP		
0014	Yuma	PER	STOP		
0015	<p>Please attach a listing of any and all towns or cities that your company can deliver to within the state of Arizona and any cities or towns located within bordering states.</p> <p>Also attach any other pertinent pricing information that your company would charge the State of Arizona, Department of Revenue in undertaking this project.</p>	PER	STOP		

Offerors shall complete and return pages 1, 7, 11 and 13 along with any other information they wish to include by the solicitation due date. Insurance information is only required to be submitted by the awarded vendor or vendors.

SIGNATURE

DATE

NAME AND TITLE



## Attachment

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VENDOR:

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**ARIZONA DEPARTMENT OF  
REVENUE**

**1600 W MONROE  
PHOENIX, AZ 85007**

**(602) 716-6518  
FAX (602) 716-7987**

Date Ordered

# Forms Packing List

Vendor Name  
Vendor Address  
City, State, Zip

140 \_\_\_\_\_  
140A \_\_\_\_\_  
140EZ \_\_\_\_\_  
140PY \_\_\_\_\_  
140NR \_\_\_\_\_  
Credit \_\_\_\_\_  
Booklet X \_\_\_\_\_

Received / Refused

Date

Circle One

DATE SHIPPED:

AMOUNT RECEIVED:

GRAND TOTAL:



## Attachment

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### ATTACHMENT

List a minimum of three (3) customer references in the spaces provided below:

1.   **Contact:** \_\_\_\_\_  
      **Company:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_  
      **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
      **Telephone:** \_\_\_\_\_
  
2.   **Contact:** \_\_\_\_\_  
      **Company:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_  
      **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
      **Telephone:** \_\_\_\_\_
  
3.   **Contact:** \_\_\_\_\_  
      **Company:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_  
      **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
      **Telephone:** \_\_\_\_\_
  
4.   **Contact:** \_\_\_\_\_  
      **Company:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_  
      **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
      **Telephone:** \_\_\_\_\_
  
5.   **Contact:** \_\_\_\_\_  
      **Company:** \_\_\_\_\_  
      **Address:** \_\_\_\_\_  
      **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
      **Telephone:** \_\_\_\_\_



# Certificate of Insurance

**ARIZONA DEPARTMENT OF  
REVENUE  
1600 W MONROE  
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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage <b>OR</b> Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: \_\_\_\_\_

Authorized Representative

**End of Solicitation RV0613 Document**